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Counsel to the Debtors and
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - x
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)
et al., :
:
Debtors. : Jointly Administered
- - - - - x

CONSENT ORDER (1) RESOLVING MOTION OF THE DEBTORS FOR
ORDER (I) PURSUANT TO 11 U.S.C. § 105 AND FED. R. BANKR.
P. 9020 (A) FINDING CREATIVE REALTY MANAGEMENT LLC IN
CIVIL CONTEMPT AND (B) COMPELLING COMPLIANCE WITH ORDER
AND IMPOSING SANCTIONS FOR VIOLATIONS THEREOF, OR (II)
GRANTING THE DEBTORS RELIEF UNDER FED. R. BANKR. P. 9024
AND FED. R. CIV. P. 60 FROM ORDER ASSUMING, ASSIGNING,
AND SELLING CERTAIN LEASES TO CREATIVE REALTY MANAGEMENT,
LLC (D.I. 3664) AND (2) AMENDING ORDER AUTHORIZING
DEBTORS TO ASSUME, ASSIGN AND SELL UNEXPIRED LEASE AND
SUBLEASE OF NON-RESIDENTIAL REAL PROPERTY (D.I. 3575)

Upon consideration of the motion (D.I. 3664; the "Motion") of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (I) pursuant to section 105 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 9020 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") (A) compelling the Creative Realty Management LLC (the "Assignee") to comply with the Order Authorizing Debtors to Assume, Assign and Sell Unexpired Lease and Sublease of Non-Residential Real Property entered on June 10, 2009 (D.I. 3575; the "Assignment Order")¹ and (B) finding the Assignee in civil contempt and imposing sanctions against Assignee for violating the Assignment Order, or (II) granting the Debtors relief from the Assignment Order by vacating such order pursuant to Rule 60 of the Federal Rules of Civil Procedure (the "Federal Rules"), made applicable under Bankruptcy Rule 9024; and the Court finding that (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding

¹ Each capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Assignment Order.

under 28 U.S.C. § 157(b); (iii) the relief requested in the Motion (to the extent agreed upon herein) is in the best interest of the Debtors, their estates, and their creditors; (iv) proper and adequate notice of the Motion and the hearing thereon has been given and no other or further notice is necessary; (v) and the parties have reached a consensual resolution of the Motion; and (vi) upon consideration of the Motion and all of the proceedings, including the hearing held on June 23, 2009 (the "Hearing"), had before the Court in connection therewith, good and sufficient cause exists for granting of the relief requested in the Motion (to the extent agreed upon herein); it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is RESOLVED as and to the extent set forth herein.

2. The Sublessee's oral objection is OVERRULED.

3. Without further action by the Debtors, the Assignee, or any other party, the Debtors are deemed to have exercised their option to extend the term of the Lease through and including February 28, 2015.

4. Based on the letter annexed hereto as Exhibit A, the Court finds that the Sublessee has exercised its option to extend the term under the Sublease through and including February 28, 2015.

5. The Assignment Order is amended and modified as follows:

- (a) the Effective Date shall be July 31, 2009.
- (b) the estoppel to be executed by the Landlord and attached to the Assignment Order as Exhibit B shall be stricken in its entirety and replaced with the estoppel annexed hereto as Exhibit B (the "Landlord Estoppel").
- (c) the Undisputed Cure Amount shall be \$144,719.30 and the Disputed Cure Amount shall be \$0.00.
- (d) On or before July 31, 2009, the Assignee shall pay the Total Consideration in the following amounts via wire transfer to the following parties:
 - (i) \$144,719.30 to the Landlord on account of the Undisputed Cure Amount, which shall be deemed to have satisfied the Debtors obligations under paragraph 9 of the Assignment Order. Such amount shall be wired to the following:

Account SPG LP Clearing
Name:
ABA/Routing 074-000-065
#:

Account #: 698-309-854
Bank: National City Bank,
Indianapolis, IN

Include the following information:

- a. Tenant name
- b. Entity
- c. Notify Wes Novak at SPG Treasury Management at (317) 685-7316 (The tenant needs to convey this info to their bank to include on the wire)

and

(ii) \$30,280.70 to the Debtors on account of the Assignee's obligations under paragraph 8 of the Assignment Order. Such amount shall be wired to the following:

Account Circuit City Stores, Inc.
Name:
ABA/Routing 051400549
#:
Account #: 2055275431509
Bank: Wachovia Bank
10401 Deerwood Park Blvd,
Building 1
Jacksonville, FL 32256

6. Within two business days after receipt of the Undisputed Cure Amount, the Landlord shall deliver a fully-executed copy of the Landlord Estoppel to the

Assignee by Fedex or other overnight delivery service at
the following address:

Daniel Daniluk
Daniel Daniluk, LLC
1129 Niles-Cortland Road, SE
Warren, OH 44484

7. The Landlord, the Assignee, the Sublessee hereby agree to engage in non-binding good faith negotiations concerning a standard industry subtenant recognition agreement for the Sublessee. The Landlord and the Assignee hereby agree to engage in non-binding good faith negotiations concerning a standard industry subtenant recognition agreement for any other subtenant, if any.

8. The requirement under Local Rule 9013-1(G) of the Local Rules for the United States Bankruptcy Court for the Eastern District of Virginia to file a memorandum of law in connection with the Motion is hereby waived.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to this Order.

Dated: Richmond, Virginia
July _____, 2009

Jul 9 2009

/s/ Kevin R. Huennekens
UNITED STATES BANKRUPTCY JUDGE

CONSENTED AND AGREED TO BY:

Entered on Docket: 7/10/09

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- and -

/s/ Douglas M. Foley
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/s/ Christopher L. Perkins
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Counsel for Creative Realty Management, LLC

/s/ Ronald Tucker
Ronald Tucker, Esquire
SIMON PROPERTY GROUP
225 W. Washington Street
Indianapolis, IN 46204
PH: (317) 685-7325
FAX: (317) 263-7901

CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Douglas M. Foley



DOLLAR TREE STORES, INC. Direct Dial No. 757-321-5927
Fax No. 757-321-5220

June 2, 2009

VIA Facsimile: 804-527-4186
VIA UPS – Ground Delivery: 804-527-4000

Circuit City Stores, Inc.
Attention: Lease Administration
9950 Maryland Drive
Richmond, VA 23233-1464

Re: Dollar Tree Stores, Inc. #2807
Bloomingdale Court Shopping Center
Bloomingdale, Illinois

Dear Sir or Madam:

Please refer to the sublease dated February 17, 2004, between your Company and Dollar Tree Stores, Inc., located in Bloomingdale Court Shopping Center, in the city of Bloomingdale, state of Illinois.

We are exercising our **renewal option** under this Lease for a period of five (5) year to expire on February 28, 2015. All other terms and conditions of the Lease shall remain in full force and effect, except rent shall increase as set forth in the Lease. If you are not the correct person to receive this letter, please call Julie Wood, Supervisor of Lease Administration (757-321-5473).

It has been a pleasure working with your Company and we look forward to several more prosperous years together.

Very truly yours,

DOLLAR TREE STORES, INC.

A handwritten signature in black ink, appearing to read "Christopher H. Williams".

Christopher H. Williams
Vice President of Portfolio Management
CHW/DMW/bld

E-mail: Russ Hire, Real Estate Manager
Tim Riddick, Portfolio Manager

cc: File
Scan

CORPORATE HEADQUARTERS

500 Volvo Parkway Chesapeake, Virginia 23320 Tel 757-321-5000 Fax 757-321-5292 www.dollartree.com

July 31, 2009

Circuit City Stores, Inc.
4951 Lake Brook Drive
Glen Allen, Virginia 23060-9279

Creative Realty Management, LLC
c/o John Mannix
200 Park Avenue South, Suite 1618
New York, NY 10003

Re: Bloomingdale, Illinois Lease

Dear Sirs:

Reference is hereby made to that certain Lease dated as of September 19, 1986, a copy of which is attached hereto as Exhibit A (such lease, as amended or otherwise affected by the documents set forth in paragraph 1 below, the "Lease") between Simon Property Group (Illinois) LP. (successor to C.Y.A., Inc.), as landlord ("Landlord") and Circuit City Stores, Inc. (successor to Service Merchandise Company, Inc.), as tenant ("Tenant") for a certain parcel of land located at 340 West Army Road in Bloomingdale, Illinois (the "Premises").

Landlord understands that Tenant filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code on November 10, 2008 and that on June 9, 2009, the United States Bankruptcy Court entered an order approving the sale, assumption and assignment of the Lease.

Landlord is the landlord under the Lease and Landlord owns the Premises in fee. With respect to the Lease, Landlord hereby certifies to Tenant and to its successors and assigns that

1. the Lease is valid, in existence and in full force and effect and has not been amended, modified, or supplemented except as follows:

- (a) Memorandum of Lease dated May 8, 1987,
- (b) Letter Agreement dated May 13, 1988,
- (c) Letter Agreement dated July 25, 1988,
- (d) Agreement Setting Lease Term dated August 1, 1989,
- (e) Corrective Memorandum of Lease dated April 2, 1990,

- (f) Amendment to Lease dated October 17, 1990,
- (g) Estoppel Certificate dated August 31, 1999,
- (h) Estoppel Certificate dated June 5, 2002,
- (i) Letter Amendment dated June 29, 2005 regarding Dick's Sporting Goods, and
- (j) Waiver Letter dated August 1, 2005 regarding Cost Plus, Inc.

2. the commencement date of the Lease was March 18, 1989 and the date of the expiration of the Lease will be February 28, 2015.

3. Tenant has the right and option to extend the term of the Lease for ten successive periods of five years each.

4. as of the date hereof, there is no default by Landlord or, to the best of the Landlord's knowledge, by Tenant under the Lease, and no other event has occurred and is continuing which would constitute a default or violation of the Lease by Landlord or, to the best of Landlord's knowledge, by Tenant with the giving of notice or the passage of time or both.

5. Rent:

(i) The current rent payable under the terms of the Lease is \$130,000.00 per annum, payable in monthly installments.

(ii) The rent payable under the terms of the Lease has been paid through July 2009.

6. With the exception of Landlord's mortgagee, Landlord has not assigned its rights under the Lease except as indicated in the first paragraph of this Estoppel Certificate.

7. There are no current actions, whether voluntary or otherwise, pending against Landlord under any insolvency, bankruptcy or other debtor relief laws of the United States.

8. Landlord confirms that there is no prohibition against subdividing the Premises.

[Signature Page Follows]

The undersigned has executed and delivered this Estoppel Certificate on this 31st day of July, 2009.

LANDLORD:

SIMON PROPERTY GROUP (ILLINOIS) LP, an Illinois limited partnership

By: CHARLES MALL COMPANY LIMITED PARTNERSHIP, a Maryland limited partnership, its general partner

By: SIMON PROPERTY GROUP (DELAWARE), INC., a Delaware corporation, its general partner

By: _____

Name: _____

Title: _____

EXHIBIT A

(the Lease).

Error! Unknown document property name.
754899.02-Chicago Server 2A - MSW
762168-Chicago Server 2A - MSW

CERTIFICATE OF NOTICE

District/off: 0422-7
Case: 08-35653

User: jafarbayj
Form ID: pdforder

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jul 10, 2009

The following entities were noticed by first class mail on Jul 12, 2009.
atty +Gregg M. Galardi, Skadden Arps Slate Meagher, & Flom LLP, One Rodney Sq., PO Box 636,
Wilmington, DE 19899-0636

The following entities were noticed by electronic transmission.
NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****
NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 12, 2009

Signature:

